



J. Ashley Cooper

Partner

Telephone: 843.727.2674

Direct Fax: 843.727.2680

ashleycooper@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

February 5, 2019

Via Electronic Filing

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

**Re: Beulah Solar, LLC – Request for Modification of an Interconnection
Agreement with South Carolina Electric & Gas Company
Docket Number 2018-401-E**

Dear Ms. Boyd:

Enclosed for filing in connection with the above-referenced matter, please find *South Carolina Electric & Gas Company's First Set of Discovery Requests*.

By copy of this letter, we are serving the First Set of Discovery Requests upon the parties of record and attach a certificate of service to that effect.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'J. Ashley Cooper'. Below the signature, the name 'J. Ashley Cooper' is printed in a black serif font.

JAC:vbb

Enclosure

cc: (Via Electronic Mail and First Class Mail)
Richard L. Whitt
Dawn Hipp
Jeffrey M. Nelson

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E

IN RE:

Beulah Solar, LLC – Request for
Modification of an Interconnection
Agreement with South Carolina Electric &
Gas Company

CERTIFICATE SERVICE

This is to certify that I have caused to be served on this day one (1) copy of **SOUTH CAROLINA ELECTRIC & GAS COMPANY'S FIRST SET OF DISCOVERY REQUESTS** via electronic mail and U.S. First Class Mail upon the persons named below, addressed as follows:

Richard L. Whitt
Austin & Rogers, P.A.
508 Hampton Street, Suite 203
Columbia, South Carolina 29201
Email: rlwhitt@austinrogerspa.com

Attorney for Petitioner, Beulah Solar, LLC

Dawn Hipp
Jeffrey M. Nelson
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201
Email: dhipp@regstaff.sc.gov
Email: jnelson@regstaff.sc.gov

s/ J. Ashley Cooper

This 5th day of February, 2019.

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E

IN RE:

Beulah Solar, LLC – Request for)	
Modification of an Interconnection)	South Carolina Electric & Gas Company’s
Agreement with South Carolina Electric &)	First Set of Discovery Requests
Gas Company)	
_____)	

TO: BEULAH SOLAR, LLC

Pursuant to S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company (“SCE&G”), by and through its undersigned counsel, requests that Beulah Solar, LLC (“Beulah”) admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding requests for production within twenty (20) days of the date of service hereof to the offices of Parker Poe, set forth below, (“Discovery Requests”). Each matter for which admission or denial is requested shall be deemed admitted unless Beulah serves responses within the period required by Rule 36, SCRCP.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.

3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or requests for production in the appropriate sequence.

4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.

5. That all exhibits be reduced to an 8.5" x 11" format.

6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.

7. The corresponding Discovery Requests shall be deemed continuing so as to require Beulah to supplement or amend its responses as any additional information, documents, or other materials become available up to and through the date of hearing.

8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. In the event that a claim of privilege is raised pursuant to a common interest, provide the common interest agreement or joint defense agreement upon which the privilege is raised.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Beulah, including information in the possession of Beulah, its officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Beulah's inability to provide a complete admission, denial, or answer.

DEFINITIONS

1. The terms "Beulah," "Beulah Solar," "Claimants," "You," and "Your" shall mean Beulah Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. The terms specifically include companies that currently or previously identify Cypress Creek Renewables, LLC as an upstream owner or manager such as, without limitation, Huntley Solar, LLC, Ganymede Solar, LLC, Palmetto Plains Solar Project, LLC. The terms also include all other persons acting on behalf of Beulah.

2. The term "SCE&G" shall mean South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of SCE&G.

3. The term "Cypress Creek" shall mean Cypress Creek Renewables, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Cypress Creek.

4. The term "Huntley" shall mean Huntley Solar, LLC, together with its employees,

agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Huntley.

5. The term “Ganymede” shall mean Ganymede Solar, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Ganymede.

6. The term “Palmetto Plains” shall mean Palmetto Plains Solar Project, LLC, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Palmetto Plains.

7. The term “IA” means the Interconnection Agreement between SCE&G and Beulah entered on September 24, 2018.

8. The term “Requests” means the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Beulah with the Public Service Commission of South Carolina on or about December 28, 2018, in the above-captioned matter.

9. The term “Action” shall mean the action initiated by Beulah before the Public Service Commission of South Carolina, Docket No. 2018-401-E.

10. The term “Project” shall mean a solar generating facility up to 74.976 MW that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and the purchase of power under the terms of the IA.

11. The term “Settlement Agreement” shall mean the Joint Application and Petition

of SCE&G and Dominion Energy, filed November 30, 2018, in Docket No. 2017-370-E.

12. “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

13. The term “Eastover” shall mean Eastover Solar LLC together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. They also include all other persons acting on behalf of Eastover.

14. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic, or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Beulah’s possession, custody or control or to which Beulah has access or knows to exist. The above list is not meant to be exhaustive but

to demonstrate the breadth of the items that may be considered “documents.”

15. “Communication(s)” when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

16. “Identify” or “identity” used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the person was an officer, director, trustee, commissioner, or employee, also state the job title and areas of responsibility.

17. “Identify” or “identity” used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.), or other means of identification, and its present location or custodian. If any such document is no longer in Your possession or subject to Your control, state what disposition was made of it.

18. “Address” means home address, mailing address, school address, and business address.

19. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

20. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

REQUESTS FOR ADMISSIONS

1. Admit that the IA is a valid written agreement signed by Beulah.
2. Admit that Beulah read the IA before signing it.
3. Admit that extensions of Milestones under the IA are governed by Section 6.2.
4. Admit that Beulah was aware of the Milestones of the IA when Beulah entered into the IA.
5. Admit that Beulah was aware of the curtailment scenarios set forth in Appendix 5 of the IA when Beulah entered into the IA.
6. Admit that the Settlement Agreement itself does not establish a change to any existing curtailment language contained in the IA.
7. Admit that the date of the grant of the Motion to Maintain Status Quo, if granted, will occur after the date for Milestone Payment 1, January 2, 2019, has passed.
8. Admit that Beulah's request to Maintain Status Quo impacts other solar developers lower in SCE&G's queue.
9. Admit that Beulah is, or was at one time, managed by Cypress Creek.
10. Admit the Cypress Creek is, or was at one time, an upstream owner of Beulah.
11. Admit that Cypress Creek was an upstream owner of Ganymede when Ganymede signed an interconnection agreement with SCE&G.
12. Admit that Cypress Creek was an upstream owner of Huntley Solar when Huntley signed an interconnection agreement with SCE&G.
13. Admit that Cypress Creek was an upstream owner of Palmetto Plains when Palmetto Plains signed an interconnection agreement with SCE&G.

INTERROGATORIES

1. Give the names and addresses of persons known to Beulah or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these persons and indicate who has possession of such statements.

2. List the names and addresses of any expert witnesses whom Beulah proposes to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this suit.

3. For each person known to Beulah or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such persons, or provide a copy of any written or recorded statements taken from such persons.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

5. Identify and set forth all communications made by or received by Beulah related to the allegations in the Requests. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and

time of the communication; the place of the communication; and the person(s) who made the statement(s).

6. Set forth all facts You contend support Your allegation that “[SCE&G’s] Response ignores Beulah Solar’s timely filing of a Motion and makes the remarkable statement, despite Beulah Solar’s timely filing of a Motion, ‘...the IA is terminated by its terms.’”

7. Set forth all facts You contend support Your allegation that “[t]he ‘Stakeholder Process’,...will likely lead to amendment or modification of the ‘curtailment language’ in [SCE&G’s] IAs.”

8. Set forth all facts You contend support Your belief that any amendment or modification of the curtailment language in SCE&G’s IAs will apply retroactively to existing IAs.

9. Set forth the date on which the “Stakeholder Process” You describe in Your Reply to SCE&G’s Response to the Requests will be completed.

10. Set forth the date on which You contend the amendment or modifications of the curtailment language in SCE&G’s IAs will occur.

11. Set forth all facts that show that You sought to extend or delay the payment of Milestone Payment 1 at the earliest reasonable date.

12. Identify all Persons Beulah has solicited to fund or finance the Project and/or Milestone Payment 1 and, if such Persons have been engaged to fund or finance the Project, the amount at which such Person has been engaged.

13. Identify all Persons with whom Beulah has sought financing for the Project and/or Milestone Payment 1 who refused to provide financing because of the curtailment provisions or the purported uncertainty of future curtailment protocols.

14. Identify how Beulah is impacted differently from other solar developers by the stakeholder process.

15. Identify all communications occurring between Beulah and Eastover relating to the Project, SCE&G, the Action, or the terms of any SCE&G interconnection agreement.

16. Identify all differences in Your ability to secure financing before the Settlement Agreement and after the Settlement Agreement.

17. Set forth the method by which You plan to fund or pay for the Project.

18. Identify all projects in South Carolina for which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, made a milestone payment in compliance with an interconnection agreement that contained SCE&G's existing curtailment language.

19. Identify all projects in South Carolina in which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, made the initial Milestone payment without funding for the project having been secured.

20. Identify any projects in South Carolina for which You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, were unable to secure financing due to SCE&G's existing curtailment language in the project's interconnection agreement.

21. Describe the ownership and operation of the South Carolina projects You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, develop and Your anticipated plans for the project, including without limitation whether You typically own and operate Your projects beyond an initial term.

REQUESTS FOR PRODUCTION

1. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims set forth in the Requests.
2. Produce all documents relied upon or referred to in responding to SCE&G's First Set of Interrogatories and First Set of Requests for Admission served contemporaneously herewith.
3. Produce all reports or other documents prepared by any expert witness retained by Beulah in this case, including a current curriculum vitae.
4. Produce all documents and communications relating in any way to this Action, including without limitation, all documents and communications Beulah intends to use in this Action.
5. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by Beulah concerning the subject matter of the Requests.
6. Produce all documents and communications Beulah has provided to or received from SCE&G or anyone acting on SCE&G's behalf regarding the subject matter of the Requests.
7. Produce all documents and communications evidencing any damages You allege You sustained as a result of any act or omission of SCE&G.
8. Produce all communications made by or received by Beulah related to the allegations in the Requests, including without limitation the IA or Project.
9. Produce all documents and communications that support Your allegation that "[SCE&G's] Response ignores Beulah Solar's timely filing of a Motion and makes the remarkable statement, despite Beulah Solar's timely filing of a Motion, '...the IA is terminated by its terms.'"

10. Produce all documents and communications that support Your allegation that “[SCE&G] invades the province of this Commission” and that SCE&G “attempts to usurp the authority of this Commission.”

11. Produce all documents and communications that support Your allegation that SCE&G “takes the position that it can ignore a provision of an Agreement, to which it is a signatory.”

12. Produce all documents and communications that support Your allegation that “[t]he ‘Stakeholder Process’,...will likely lead to amendment or modification of the ‘curtailment language’ in [SCE&G’s] IAs.”

13. Produce all documents and communications that support Your belief that any amendment or modification of the curtailment language in SCE&G’s interconnection agreements will apply retroactively to existing interconnection agreements.

14. Produce all documents and communications with or concerning Persons Beulah solicited to fund or finance the Project and/or Milestone Payment 1.

15. Produce all documents and communications that relate to the financing of the Project and/or Milestone Payment 1.

16. Produce all documents and communications that relate to the payment of Milestone Payment 1.

17. Produce all documents and communications with or concerning Persons You, including without limitation any companies for which Cypress Creek has ever been an upstream owner or manager, solicited to fund or finance solar development projects with interconnection agreements containing curtailment language similar to the IA.

18. Produce all communications between Beulah and Eastover.

19. Produce all tax returns for Beulah from January 1, 2017, to present.
20. Produce all financial statements for Beulah from January 1, 2018, to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

Respectfully Submitted,

s/ J. Ashley Cooper
K. Chad Burgess, Esquire
Matthew W. Gissendanner, Esquire
South Carolina Electric & Gas Company
Mail Code C222
220 Operation Way
Cayce, South Carolina 29033-3701
Phone: (803) 217-8141
Fax: (803) 217-7810
Email: chad.burgess@scana.com

J. Ashley Cooper, Esquire
Parker Poe Adams & Bernstein LLP
200 Meeting Street
Suite 301
Charleston, South Carolina 29401
Phone: (843) 727-2674
Fax: (843) 727-2680
Email: ashleycooper@parkerpoe.com

***Attorneys for South Carolina Electric &
Gas Company***

Cayce, South Carolina
This 5th day of February, 2019.